

# CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Mgr's office

Department contract file name (use effective date): Pay Tel - 2001 02 01

Project Code: Click here to enter text.

Contract type: Agreement

Contracted Services/Goods: Inmate Tele communications

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Pay Tel Communications

Effective Date: 2001 02 01

Approved by: Commissioners

Ending Date: Click here to enter a date.

Total Amount: Click here to enter text.

Account # charged: Click here to enter text.

Special Terms: Click here to enter text.

Reminder Date: Click here to enter a date.

Reminder Email to: Click here to enter text.

Reminder Reason: Click here to enter text.

Vendor ID: Click here to enter text.

Vendor Contact Name: Click here to enter text.

Vendor Email: Click here to enter text.

Vendor Address: Click here to enter text.

Vendor Phone #: Click here to enter text.

Archive Date: Click here to enter a date.

2. Department Head or his/her designee has read the contract in its entirety.

By: \_\_\_\_\_ (Department Head signature required)

3. County Attorney has reviewed Yes ☐



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical Advisor has signed the contract. Yes ☐ No ☐

5. Vendor has signed the contract. Yes ☐ No ☐

6. A budget amendment is necessary before approval. Yes ☐ No ☐

If budget amendment is necessary, please attach to this form.

7. Approval

☐ Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

☐ Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Deputy Clerk.

## Deputy Clerk's Office Only

- ☐ Finance Officer has signed the contract  
☐ The Finance Officer is not required to sign the contract

## **INMATE TELECOMMUNICATIONS AGREEMENT**

This Inmate Telecommunications Agreement (hereinafter "Agreement"), made and entered into this 1st day of February, 2001 by and between Chatham County of the one part, hereinafter collectively "County," and Pay Tel Communications, Inc. of the other part, hereinafter "Pay Tel."

WHEREAS, County and Pay Tel desire to enter into a long term relationship pursuant to which Pay Tel will act as the exclusive agent and provider of inmate telecommunications equipment and services (hereinafter sometimes "Services"); and

WHEREAS, County understands the financial commitment on the part of Pay Tel in providing equipment associated with such services and agrees to cooperate and assist Pay Tel as set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations hereunder, the parties to this Agreement do hereby agree as follows:

### **1.0 AUTHORITY TO CONTRACT**

1.1 County warrants that they have the exclusive authority over the Premises in order to enter into this Agreement. County further warrants that they have the authority to execute this Agreement and the right to license the use of the Premises in accordance with the provision of this Agreement.

### **2.0 Location**

2.1 This Agreement is for Services at or connected to the premises at the location or locations described in Exhibit A attached hereto (the "Premises").

### **3.0 Term**

3.1 The initial term ending January 10, 2002 will be extended five (5) years to and including January 10, 2007. This Agreement shall be automatically renewed for successive five (5) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term. Such notice shall be given in strict conformance with Paragraph 8.1 below.

3.2 During the original or any renewed term of this Agreement, County shall not grant the right of installing Services upon the Premises to any other company or person. If during the original or any renewed term of this Agreement County commences operations at any location other than Premises described herein, Pay Tel shall have the exclusive right to provide Services at such new location(s) in accordance with the terms and conditions of this Agreement.

3.3 In addition to Services, Pay Tel shall have the exclusive right during the original or renewed term of this Agreement, to act as inmate telecommunications agent for County as to all inmate telecommunication Services upon the Premises. In this regard, County agrees that it will not authorize any party other than Pay Tel to act as its agent for the purposes of negotiating, obtaining, renewing, or terminating contracts or agreements relating to the installation, operation and provision of inmate telecommunications equipment and services at the Premises.

#### **4.0 COMMISSIONS**

4.1 The commission payment shall be the following percentages of gross billable revenues: twenty-five percent (25%) of the local collect calls, twenty-five percent (25%) of intra-lata collect calls, twenty-five percent (25%) of the inter-lata intra-state calls, and twenty-five percent (25%) of the inter-lata inter-state calls.

4.2 County shall not be responsible for any losses due to fraudulent calls. County agrees to assist Pay Tel in any efforts to prevent such fraud and further agrees to aid in the prosecution of any perpetrators of fraudulent calls.

4.3 County acknowledges and agrees that the aforesaid commission rates are based on revenue projections calculated by reference to usage during normal inmate awake hours and County agrees that no action will be taken unreasonably to impede such usage.

#### **5.0 EQUIPMENT AND SERVICES PROVIDED BY PAY TEL**

5.1 Pay Tel will provide, install and operate equipment, including but not limited to coinless inmate telephones, which Pay Tel may operate now or in the future at the Premises.

5.2 The quantity and the placement of the equipment to be provided at the Premises shall be determined by Pay Tel in consultation with the County and may be adjusted as necessary.

5.3 Pay Tel agrees to provide Services in full compliance with all applicable rules and regulations of the North Carolina Public Utilities Commission and the Federal Communications Commission

5.4 All of the Services will be provided by Pay Tel at its expense and County hereby authorizes Pay Tel to contact the local telephone company in accordance with the attached "Agency Agreement" in order to arrange for removal of existing telephone equipment and the provision of Pay Tel Services. County will provide space and a dedicated 24-hour 120 volt electrical service line to the equipment in connection with the provision of Services. Pay Tel shall pay all line and other charges imposed by any telephone company with respect to the Services.

5.5 County hereby grants to Pay Tel the exclusive right and authority to contract with a long distance carrier to handle all inmate long distance calls at the Premises. Pay Tel agrees to charge operator assisted rates for inmate phone calls that are equal to or less than the tariffed rates regulated by the North Carolina Public Utilities Commission and the Federal Communications Commission.

5.6 Any equipment provided hereunder and all telephones and their enclosures and/or pedestals, and other equipment associated with their operation are agreed by County to be personal property and not fixtures and it is the express intention of both County and Pay Tel that such equipment described herein are and shall continue to be personal property of Pay Tel. All equipment installed by Pay Tel at the Premises shall remain the property of Pay Tel. Upon termination of this Agreement for any reason including, without limitation, termination of this Agreement pursuant to § 6.1 hereof, Pay Tel shall have the absolute right to enter upon the Premises at any reasonable time to remove its equipment. Pay Tel shall repair any and all damage to the Premises by reason of removal of Pay Tel's equipment.

5.7 Pay Tel agrees to maintain the equipment in good operating condition. Pay Tel shall have the right during normal business hours to enter the Premises to examine the equipment for purposes of inventory control and to perform necessary maintenance and repairs. County shall notify Pay Tel of any malfunctions or loss of equipment.

5.8 Pay Tel agrees to conform with all applicable local, state and federal requirements concerning the provision of Services to those with disabilities as defined by the Americans With Disabilities Act (hereinafter the "ADA"). County shall cooperate with Pay Tel to ensure compliance with all access requirements contained in applicable local, state and federal regulations relating to those with disabilities as defined in the ADA.

**6.0 TERMINATION**

6.1 County may terminate this Agreement in the event that Pay Tel materially fails to perform its obligations under this Agreement and said material failure shall continue for a period of thirty (30) days after written notice to Pay Tel of said failure is given pursuant to Paragraph 8.1.

6.2 Pay Tel may terminate this Agreement at any time upon thirty (30) days written notice to County in the event that regulations governing the operation of the Services prevent Pay Tel from performing its obligations under this Agreement.

6.3 Pay Tel may terminate this Agreement in the event that the anticipated distribution (intra, and inter-lata) of calls or permissible charges for calls, differs by more than ten percent (10%) from the actual distribution or charges for calls and such difference persists for more than three (3) months. In the event that Pay Tel determines that such revenue differences exist, Pay Tel agrees to notify County of such differences and both parties agree to work in good faith towards an amendment to this Agreement that would accommodate the interests of both parties.

6.4 Pay Tel also may terminate this Agreement, either in whole or in part, at any time upon sixty (60) days written notice in the event that Pay Tel deems the provision of telecommunications Services to any particular facility to be unprofitable. If Pay Tel terminates this Agreement as to any less than all of the facilities covered by this Agreement, such termination shall not affect Pay Tel's right to continue providing Services at such other facilities as are not covered by such termination.

**7.0 SUCCESSORS IN INTEREST**

7.1 County agrees that Pay Tel shall have the right to assign this Agreement and that Pay Tel shall have the right to grant a security interest in this Agreement and in any of Pay Tel's equipment on the Premises including any and all telephones and their enclosures and/or pedestals, or other equipment associated with Pay Tel's Services. This Agreement shall be binding upon the successors and assignees of both County and Pay Tel, including, without limitation, any financial institution providing financial accommodations to the County or Pay Tel.

**8.0 MISCELLANEOUS PROVISIONS**

8.1 All notices required to be given under this Agreement and the attached exhibits shall be sent to Pay Tel and to County addressed as shown on the signature page of this Agreement. Notices shall be sent by certified mail, return receipt requested. The date of mailing shall be deemed to be the date of giving such notice.

8.2 This written document, including Exhibit A and the Agency Agreement, shall constitute the entire understanding of the parties and all prior agreements and understandings are merged herein. This Agreement shall not be modified, changed or altered in any respect except in writing signed by County and Pay Tel. The following additional Exhibits, Addenda or Riders, if any, are hereby incorporated by reference into this Agreement:

No Additions

Initials \_\_\_\_\_  
Initials \_\_\_\_\_



This Agreement entered into as of the day and year first written above.

CHATHAM COUNTY

PAY TEL COMMUNICATIONS, INC.:

By: *Gary Phillips* (Seal)  
By: Gary Phillips (Printed)  
Authorized Agent for County

By: *Vincent Townsend* (Seal)  
By: Vincent Townsend (Printed)

Date: February 19, 2001  
Attest: *Andra B. Lee*

Date: *March 29, 2001*  
Attest: *J R Sph*

Account Representative: Phil Ellis

Address: 295 West Street  
Pittsboro, North Carolina 27312

Address: Post Office Box 8179  
Greensboro, North Carolina 27419

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Phone: 336-852-7419 or 800-729-8355  
Fax: 336-854-0496 or 800-776-8423

The foregoing contract has been pre-audited as required by the local government Budget and Fiscal Control Act.

*Vale McEnnell*  
Finance Officer

EXHIBIT A

**PROPERTY DESCRIPTION**

The Premises which are the subject of the Agreement dated 3/29/01

Chatham County Jail  
295 West Street  
Pittsboro, NC 27312